



1331 Garden Hwy, 2nd Floor  
 Sacramento, CA 95833

Tel: 916.321.4500  
 Fax: 916.321.4555

## AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is entered into between Kronick, Moskovitz, Tiedemann & Girard, A Professional Corporation ("Kronick") and the County of Mendocino ("Client") as of the date last set forth herein.

By signing and returning this Agreement for Legal Services, Client indicates its acceptance of the terms set forth in this document.

### 1. SCOPE OF AGREEMENT

Client retains Kronick to provide legal services to Client in connection with labor and employment advice and counsel and litigation, and cannabis regulation, enforcement and defense permitting matters, and other matters as assigned by mutual agreement.

As a risk compliance measure Kronick will provide the County with a monthly update and status report on all active matters.

See the attached Scope of Work in Exhibit A for a description of active Matter 1, and the associated terms for Matter 1.

### 2. DUTIES OF KRONICK AND CLIENT

#### (a) Kronick Duties

Kronick shall provide those legal services reasonably required to represent Client in the matter described above. Kronick shall also take reasonable steps to keep Client informed of significant developments and to respond to Client's inquiries.

While the attorney with whom Client originally met may be primarily responsible for completing the work on Client's matter, that attorney may also delegate work to other attorneys, paralegals, law clerks and office personnel within Kronick, if he or she determines that such delegation is appropriate in representation of Client's interests. If Client so requests, Client will be consulted before any delegation is made.

Kronick may, with Client's prior consent, select and hire attorneys, investigators, consultants and experts to assist in the preparation and presentation of Client's case. While any such persons will report exclusively to Kronick to preserve the Attorney-Client and Attorney Work Product privileges, they will be employed by Client.

Kronick will provide at the client's request a copy of this Agreement and this Agreement shall be considered as a confidential document to the extent permitted by applicable law. Kronick is not obligated to perform any services for Client until Kronick has received a signed original or copy of this Agreement for Legal Services.

**(b) Client's Duties**

Client shall be truthful with Kronick, cooperate with Kronick, keep Kronick informed of developments related to the subject matter for which Client has engaged Kronick, perform the obligations Client has agreed to perform under this Agreement, pay invoices from Kronick in a timely manner, and keep Kronick apprised of his, her, or its address, telephone number, and whereabouts.

**3. BILLING RATES**

Client agrees to pay for legal services at the rates set forth in the Schedule of Rates below. Kronick's fees will be calculated based on those hourly rates, billed in increments of 1/10th hour for the legal staff involved, multiplied by the hours devoted on Client's behalf. These rates are subject to an automatic adjustment at the beginning of each calendar year, as set forth in the Schedule of Rates. These rates are based principally on experience, specialization and training.

Kronick will charge for all time worked on a matter, including travel time portal-to-portal, time waiting in court, and time spent in meetings, unless otherwise agreed to in writing. Travel time will be billed at 50% of the billable rate for the employee who is traveling. Travel costs will be minimized by holding meetings with the Client using remote video conferencing upon the Client's request.

**STANDARD SCHEDULE OF RATES FOR PUBLIC AGENCIES**

|  |             |
|--|-------------|
| Shareholders/Of Counsel/Senior Counsel | \$325-\$575 |
| Senior Associates                      | \$250-\$385 |
| Associate Attorneys                    | \$225-\$340 |
| Paralegals                             | \$100-\$175 |
| Law Clerk/Document Clerk               | \$100-\$175 |

**PROPOSED SCHEDULE OF RATES FOR MENDOCINO COUNTY**

|  |       |
|--|-------|
| Shareholders/Of Counsel/Senior Counsel | \$350 |
| Senior Associates                      | \$300 |
| Associate Attorneys                    | \$250 |
| Paralegals                             | \$150 |
| Law Clerk/Document Clerk               | \$150 |

Jon Hsieh's hourly rate for labor and employment or litigation work for Mendocino County will be \$300.

Our rates increase by 5%, rounded up to the nearest \$5 annually on January 1<sup>st</sup>, or by any other amount as mutually agreed during each year in which this agreement is in effect.

Expenses, including mileage, photocopying/printing and delivery charges, will also be billed. A detailed schedule of these expenses can be provided upon request. Kronick's usual billing procedure is to submit a monthly itemization of the time and services charged with the names of the attorneys, paralegals and clerks whose time is being billed. However, we have a highly sophisticated and flexible billing system, which can produce invoices specific to each client's billing needs. Please let us know of any specific desires or needs you have in this respect. Mileage costs will be minimized by holding remote video meetings whenever possible and at the Client's request.

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#### **4. COSTS AND EXPENSES**

Whenever practical, Client shall directly pay for major costs and expenses in addition to Kronick's fees, either by advancing such costs or expenses to Kronick, or by paying third parties directly. Upon demand, Client shall advance funds to Kronick or directly pay third parties, as specified by Kronick.

In all other cases, Client shall reimburse Kronick for all costs and expenses incurred by Kronick, including, but not limited to, the following: costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, court and deposition reporters' fees, jury fees, witness fees, messenger and other delivery fees, postage, printing/photocopying, parking, mileage, travel expenses (including air fare at coach rates, lodging, meals, and ground transportation), research, investigation expenses, consultants' fees, expert witness fees, mediator fees, arbitrator fees, special master fees and other costs and expenses.

Kronick shall itemize all costs incurred on each periodic invoice.

#### **5. INVOICES AND PAYMENTS**

Kronick shall send Client an invoice for fees and costs incurred every month. However, when the fees and costs for a particular month are minimal, they may be carried over to the next month's invoice. Client shall pay invoices from Kronick within thirty (30) days after each invoice's date.

Kronick's invoices shall clearly state the basis thereof, including the amount, rate and basis for calculation (or other method of determination) of Kronick's fees. The invoices will also clearly identify the costs and expenses incurred and the amount of the costs and expenses. Client agrees to promptly review all invoices provided by Kronick and to promptly communicate any objections, questions or concerns about their contents.

In consideration of the fact that the Client is a public agency, Kronick will waive its standard deposit requirement for Mendocino County.

#### **6. DISCLAIMER OF GUARANTEE OR TAX ADVICE**

By signing this Agreement, Client acknowledges that Kronick has made no promises or guarantees to Client about the outcome of Client's matter, and nothing in this Agreement shall be construed as such a promise or guarantee. Unless expressly set forth in Section 1 of this Agreement, Kronick has not been retained to provide, and will not provide any tax advice to Client.

#### **7. DISCHARGE AND WITHDRAWAL**

Client may discharge Kronick at any time upon written notice to Kronick. Kronick may withdraw from representation of Client (a) with Client's consent, (b) upon court approval, (c) if no court action is pending, for good cause upon reasonable notice to Client or (d) as otherwise permitted by the California Rules of Professional Conduct or other applicable law. Good cause includes Client's breach of this Agreement, Client's refusal to cooperate with Kronick or to follow Kronick's advice of a material matter, or any other fact or circumstance that would render Kronick's continuing representation unlawful or unethical.

If a court action, arbitration or other judicial proceeding is pending, Client shall promptly deliver to Kronick a signed substitution of counsel form at Kronick's request.

#### **8. LEGAL ACTION UPON DEFAULT**

If Client does not pay the balance when due, or if Client breaches any other term of this Agreement, Kronick may demand that the entire unpaid balance be paid immediately and, as provided by law, commence any legal action for collection of the balance due. Client agrees to pay interest at the rate of ten percent (10%) per annum from the date of default. Client shall be in default if it fails to pay any invoice within 30 days of the date on the invoice.

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Client and Kronick agree that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of California, County of Sacramento. Client and Kronick consent and agree that the jurisdiction and venue for proceedings relating to this Agreement shall lie exclusively with such courts. Further, the prevailing party in any such dispute shall be entitled to reasonable costs, including attorneys' fees.

#### **9. ARBITRATION OF FEE DISPUTE**

If a dispute arises between Kronick and Client regarding attorneys' fees or costs under this Agreement and Kronick files suit in any court, or begins an arbitration proceeding other than through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206, Client will have the right to stay that suit or arbitration proceeding by timely electing to arbitrate the dispute through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206.

#### **10. COMPLETION OF SERVICES**

Upon the completion of Kronick's services, all unpaid charges for services rendered and costs incurred or advanced through the completion date shall become immediately due and payable.

#### **11. CLIENT FILES**

At Client's request, upon termination of services under this Agreement, Kronick will promptly release all of Client's papers and property (subject to any applicable protective orders or non-disclosure agreements) ("Client Files"). Client may also request in writing that Kronick transfer the Client Files to a third party. Kronick will release the Client Files and make them available for pick-up locally. If needed, transportation or delivery of the Client Files to another location will be arranged by the Client, who will bear the transportation costs in their entirety. Kronick is authorized to make a copy of the Client Files prior to their release for Kronick's use.

#### **12. DESTRUCTION OF CLIENT FILE**

If Client does not request the return of the Client Files, Kronick will retain the Client Files for a period of seven (7) years from the last date of service in the matter described above. After seven (7) years, Kronick may have the Client Files destroyed.

#### **13. COMMENCEMENT OF SERVICES**

Kronick's obligation to provide legal services shall commence upon Kronick's receipt of a signed copy of this Agreement for Legal Services.

#### **14. INSURANCE**

Client is hereby informed that Kronick maintains errors and omissions insurance coverage.

#### **15. AGREEMENT MODIFICATION AND INTERPRETATION**

This Agreement contains the entire agreement of the Parties. This Agreement may be modified only by a written instrument signed by both parties. This Agreement shall be interpreted according to the laws of the State of California, without regard to its choice of law provisions. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of this Agreement will be severable and shall remain in effect.

**16. CLIENT BILLING AND CONTACT INFORMATION**

Client Contact Name: Christian Curtis

Client Contact Address: 501 Low Gap Road, Room 1030  
Ukiah, CA 95482

Client Contact Email: [curtisc@mendocinocounty.org](mailto:curtisc@mendocinocounty.org) and [chapmanj@mendocinocounty.org](mailto:chapmanj@mendocinocounty.org)

Client Contact Phone Number: (707) 234-6885

Billing Contact Name (if different from client name): \_\_\_\_\_

Billing Contact Address: \_\_\_\_\_  
\_\_\_\_\_

Billing Contact Email: \_\_\_\_\_

Billing Contact Phone Number: \_\_\_\_\_

Send Invoices by:  Email  US Mail  Both

Client shall promptly notify Kronick in writing of any changes to the above information.

I understand and accept the foregoing terms, and am authorized to execute this Agreement.

Date: 2/16/21



Christian Curtis, County Counsel  
County of Mendocino

Date: 02/16/2021



Holly Roberson, Shareholder  
Kronick, Moskovitz, Tiedemann & Girard



HOLLY ROBERSON  
hroberson@kmtg.com

**EXHIBIT A**

**Scope of Work for Outside Counsel**

The Scope of Work for Matter 1 is as follows:

Represent the County in Dermond v. County of Mendocino.

Kronick will provide the County with a monthly update and status report on this matter.

The not to exceed amount for Matter 1 is \$50,000, unless amended in writing by the County.

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the Effective Date), and shall continue through June 30, 2022.

**IN WITNESS WHEREOF**

**DEPARTMENT FISCAL REVIEW:**

Christian M. Girard 2/16/21  
DEPARTMENT HEAD DATE

Budgeted:  Yes  No

Budget Unit: GL 0713

Line Item: 863320

Grant:  Yes  No

Grant No.: \_\_\_\_\_

**CONTRACTOR/COMPANY NAME**

By: See Page 5

Date: \_\_\_\_\_

**NAME AND ADDRESS OF CONTRACTOR:**

Kronick, Moskovitz, Tiedmann & Girard

1331 Garden Highway, Second Floor

Sacramento, CA 95833

**COUNTY OF MENDOCINO**

By: Dan Gjerde  
DAN GJERDE, Chair  
BOARD OF SUPERVISORS

Date: **FEB 23 2021**

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: Ambrey Daugherty  
Deputy

**FEB 23 2021**

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: Ambrey Daugherty  
Deputy

**FEB 23 2021**

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: Christian M. Curtis  
Deputy

**02/16/2021**

Date: \_\_\_\_\_

**INSURANCE REVIEW:**

By: Carmel J. Angelo  
Risk Management

**02/16/2021**

Date: \_\_\_\_\_

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: Darcie Antle  
Deputy CEO

**02/16/2021**

Date: \_\_\_\_\_

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed  \_\_\_\_\_  
Mendocino County Business License: Valid   
Exempt Pursuant to MCC Section: \_\_\_\_\_